

ADDENDUM #2 (DTD. 06/28/2016) DUE TO CONSTRUCTION CONSTRAINTS, THE MANDATORY PRE-BID WILL BE OPTIONAL. THE NEW NUMBER TO CALL IS 602-506-8292. LOG CALL WILL BE TAKEN AT THE TIME OF THE MEETING.

ADDENDUM #1 (DTD. 06/23/16) THERE WILL BE AN OPPORTUNITY TO PARTICIPATE BY TELEPHONE FOR THE CONFERENCE CALL. THE NUMBER TO CALL: 602- 506-8786. LOG CALL WILL BE TAKEN AT THE TIME OF THE MEETING.



NOTICE OF SOLICITATION

SERIAL 16141-C

INVITATION FOR BID FOR: FLOOD WARNING DEVICES, EQUIPMENT AND PARTS

Notice is hereby given that Maricopa County is conducting this invitation for bids, electronically through an outside agent, BidSync.com, until **2:00 P.M./M.S.T. on JULY 5TH, 2016** for **SERIAL# 16141-C INVITATION FOR BID FOR FLOOD WARNING DEVICES, EQUIPMENT AND PARTS** for Maricopa County.

To participate in this bidding process, vendors shall register through BidSync.com. To register with BidSync, please go to www.BidSync.com and click on the orange 'Register' link. Registration has no cost, and will allow you to access all of the bid information, bid documents, receive bid notifications, and submit a response. **ONLY RESPONSES THAT ARE SUBMITTED THROUGH BIDSYNC.COM WILL BE CONSIDERED FOR AWARD.**

For assistance, please contact BidSync Vendor Support Department via phone or email, during regular business hours: 1-800-990-9339 or agency support@BidSync.com

All responses shall be submitted **electronically** to BidSync.com prior to the bid closing. The bid will be listed under **"16141-C INVITATION FOR BID FOR FLOOD WARNING DEVICES, EQUIPMENT AND PARTS."**

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by reference. Any protest concerning this Invitation for Bid must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS INVITATION FOR BID CAN BE LOCATED AT <http://www.maricopa.gov/procurement/>

ANY ADDENDA TO THIS INVITATION FOR BID WILL BE POSTED ON THE MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES WEB SITE UNDER THE SOLICITATION SERIAL NUMBER. THIS INFORMATION WILL ALSO BE POSTED ONLINE AT WWW.BIDSINC.COM.

FAILURE TO REVIEW ANY ADDENDA DOES NOT NEGATE YOUR INITIAL OFFER AND HOLDS THE RESPONDENT RESPONSIBLE FOR ANY CHANGES PRIOR TO BID CLOSING.

DIRECT ALL INQUIRIES TO:

NAME: LAURA AYALA
PROCUREMENT OFFICER
TELEPHONE: (602) 506-3248
EMAIL: AYALAL002@MAIL.MARICOPA.GOV

THERE WILL BE AN OPTIONAL MANDATORY PRE-BID CONFERENCE ON JUNE 28, 2016, 1:00 P.M. (AZ TIME) AT THE MARICOPA COUNTY FLOOD CONTROL DISTRICT, IN THE ALERT CONFERENCE ROOM, LOCATED AT 2801 W. DURANGO STREET, PHOENIX, AZ 85009.

THERE WILL BE AN OPPORTUNITY TO PARTICIPATE BY TELEPHONE FOR THE CONFERENCE CALL. THE NUMBER TO CALL: 602- 506-8786-(602) 506-8292. LOG CALL WILL BE TAKEN AT THE TIME OF THE MEETING.

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

<http://www.maricopa.gov/procurement/solicitation.aspx>

TABLE OF CONTENTS

NOTICE OF SOLICITATION

TABLE OF CONTENTS

SECTIONS:

1.0	INTENT
2.0	SPECIFICATIONS
3.0	PURCHASING REQUIREMENTS
4.0	CONTRACTUAL TERMS & CONDITIONS
5.0	INSTRUCTIONS TO RESPONDENTS (This Section will not remain as part of any Resultant contract)

ATTACHMENTS:

ATTACHMENT A	VENDOR INFORMATION AND PRICING
ATTACHMENT B	AGREEMENT PAGE
ATTACHMENT C	REFERENCES

EXHIBITS:

EXHIBIT 1	VENDOR REGISTRATION PROCEDURES
EXHIBIT 2	SAMPLE INSURANCE CERTIFICATE
EXHIBIT 3	SOLE PROPRIETOR WAIVER

INVITATION FOR BID FOR: FLOOD WARNING DEVICES, EQUIPMENT AND PARTS

1.0 INTENT:

The intent of this Solicitation is to establish a contract for the items specifically listed herein. Also included are blanket discounts for related supplies as covered by current pricing documents.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.16 and 3.17, below).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 SPECIFICATIONS:

2.1 ALERT DATA REPEATER:

- 2.1.1 The repeater shall be a store and forward radio telemetry repeater fully compatible with all ALERT and/or ALERT2 transmitters and hydrometeorologic sensors used by the Flood Control District of Maricopa County.
- 2.1.2 The repeater shall be programmable to respond only to selected I.D.'s or groups of I.D.'s
- 2.1.3 The repeater shall check the data format for validity. Invalid data shall not be re-transmitted.
- 2.1.4 The repeater shall be capable of receiving 2 different frequencies from 2 separate antennas and re-transmitting on another frequency.
- 2.1.5 The repeater shall have a 5 watt radio and be capable of supporting a power amplifier.
- 2.1.6 The repeater shall be equipped with a 12v, 22, amp-hour, sealed gel cell battery, and a 3 pin MS connector for a solar panel.
- 2.1.7 The repeater, supporting electronics, and a battery shall be mounted in a cylindrical weather proof aluminum enclosure with a removable weather resistant lid, or a metal case suitable for rack-mounting.
- 2.1.8 The repeater shall have at a minimum 1 precipitation input, 1 up/down counter input, 7 analog inputs, 1 wind input, 1 SDI-12 input.
- 2.1.9 The repeater shall have standby power requirements of 65 mAmps or less.
- 2.1.10 The repeater shall be fully programmable with a portable computer and windows based program. This is to include which I.D.'s to pass, all operational parameters of the repeater including transmit and receive radio setting, sensor setup and calibrations, repeater delay, talk back intervals and on-board data logging.

2.2 TIPPING BUCKET RAIN GAGE:

- 2.2.1 The tipping bucket rain gage shall be compatible with the ALERT/ALERT2 data transmitters that are used by the Flood Control District of Maricopa County. They shall be supplied with the appropriate MS-type connector and enough cable to allow easy removal from the standpipe housing during routine maintenance.

- 2.2.2 The tipping bucket shall initiate a signal via magnetic reed switch (momentary contact closure) at 1mm increments.
- 2.2.3 The tipping bucket rain gage shall have an accuracy of +/- 3% up to 10 inches per hour.
- 2.2.4 The tipping bucket housing shall be constructed of .064" (14gauge) aluminum, 12 inches in diameter and 24 inches high. It shall be constructed in 2 parts to allow the top part of the house to be removed without disturbing the tipping bucket. It must be compatible with existing Flood Control District of Maricopa County standpipes. It must have 4 mounting holes at the bottom of the housing to attach to existing standpipes.
- 2.2.5 The tipping bucket house shall be constructed to allow water to drain out while keeping bugs out.
- 2.2.6 The tipping bucket shall require no power, and shall use magnetic switching.
- 2.2.7 The tipping bucket shall incorporate a 3-point leveling system with a bulls eye level, and have adjustments for easy calibration in the field.
- 2.2.8 The tipping bucket shall have non-corrosive bearings.
- 2.2.9 The tipping bucket shall be constructed in such a way as to resist failure due to extreme temperatures, such as freezing of water in the tipping bucket or failure of any component due to heat buildup.
- 2.2.10 The tipping bucket house shall include a removable funnel with 2 debris screens.
- 2.3 **WATER LEVEL GAGE / SUBMERSIBLE PRESSURE TRANSDUCER**
 - 2.3.1 The submersible pressure transducer shall be fully compatible with the ALERT/ALERT2 data transmitters used by the Flood Control District of Maricopa County. They shall be supplied with the appropriate MS-type connector, a desiccant chamber, 60' of vented signal cable and 15' of non-vented shielded signal cable between the desiccant chamber and the transmitter, unless other cable lengths are specified.
 - 2.3.2 The signal cable shall be molded polyurethane sheathed cable for waterproofing and vented to the atmosphere.
 - 2.3.3 The desiccant chamber shall be housed in a NEMA 4X enclosure that is mounted inside the station stand pipe.
 - 2.3.4 The pressure transducer shall have an over pressure rating of 4 times the rated pressure without calibration drift.
 - 2.3.5 Operating temperatures of -20 to +80 degrees Celsius.
 - 2.3.6 Accuracy to +/- 0.1% of full scale.
 - 2.3.7 Capable of 0.025 ft. resolution.
- 2.4 **WATER LEVEL GAGE / NON SUBMERSIBLE PRESSURE TRANSDUCER**
 - 2.4.1 The non-submersible pressure sensor shall be used to interface with existing Flood Control District of Maricopa County equipment. It shall be supplied with necessary connectors, signal conversion devices, signal cable and batteries.
 - 2.4.2 Operational temperatures shall be from -40 to + 60 degrees Celsius.

- 2.4.3 Overpressure rating shall be twice the rated pressure.
- 2.4.4 Resolution shall be .002 %.
- 2.4.5 Accuracy shall be less than 0.02% error in reading full scale output.
- 2.4.6 Pressure range shall be 0 to 50 psi.
- 2.4.7 Must be fully programmable using a laptop and supplied software.

2.5 REMOTE ALERT WEATHER STATION

- 2.5.1 ALERT weather stations are used by Flood Control District of Maricopa County to monitor precipitation, wind speed and direction, temperature and humidity, barometric pressure, solar radiation, and stream depth in remote locations.
- 2.5.2 The weather station shall be housed in a standard ALERT weather station Standpipe housing.
- 2.5.3 The weather sensors shall be mounted on mast arms which can be attached to the ALERT standpipe antenna mast.
- 2.5.4 The wind speed and direction sensors shall be mounted a minimum of four feet above the top of the tipping bucket top section.
- 2.5.5 The temperature and humidity sensor shall be supplied with a solar radiation shield.
- 2.5.6 All sensors shall be compatible with a standard ALERT/ALERT2 data transmitter used by The Flood Control District of Maricopa County, and as such, shall be supplied with the necessary MS-type connectors and signal cables and mounting brackets.

2.6 SOLAR PANEL

- 2.6.1 Shall be minimum 12 volt, 330, ma.
- 2.6.2 Shall have an antenna mast mounting bracket.
- 2.6.3 Must have a minimum of 18 feet of shielded cable terminating with a MS-type connector.
- 2.6.4 2Panel shall be equipped with a voltage regulating device to prevent battery overcharge.

2.7 ANTENNAS

- 2.7.1 Antenna to be determined by site requirements.
- 2.7.2 Antennas offered shall include 7db gain directional.
- 2.7.3 Antenna cable shall be included with each station.
- 2.7.4 Antenna cable shall be terminated with UHF connector on one end and a BNC connector on the other end.
- 2.7.5 Antenna cable shall be a minimum RG8/U.
- 2.7.6 Antennas – GPS: GPS antennas for ALERT2 stations shall be of type RG58A/U with Belden 8240 cable, an Amphenol RF 901-9870 connector for the top plate, Amphenol RF 82-5375-RFX connectors for both sides of the lightning arrestor, and an Amphenol Connex 122108 for connection to the GPS antenna

2.8 RECEIVER / DECODER FOR BASE STATION

- 2.8.1 The receiver / decoder shall be equipped with a synthesized receiver with selectable frequencies to be specified by Flood Control District of Maricopa County.
- 2.8.2 The receiver shall have an internal speaker for local audio feedback.
- 2.8.3 The receiver shall be supplied with audio cable to interface with the decoder, and an interface cable between the decoder and the base station.
- 2.8.4 The receiver shall have a switch to disable the speaker.
- 2.8.5 The receiver shall monitor quality of valid transmissions, noise ratio and loading (ratio of time.).
- 2.8.6 The receiver and decoder shall be powered by 12VDC with terminal strip connectors and direct 110VAC.
- 2.8.7 The decoder shall have a audio output of 800 mvp-p sent through a RS232 type connector.
- 2.8.8 The decoder shall be capable of transmitting on selected frequencies.

2.9 STANDPIPES

Precipitation:

- 2.9.1 Station standpipe shall be constructed of not less than .064" (14gauge) aluminum with a welded, waterproof bottom.
- 2.9.2 Standpipe shall be 12 inches in diameter.
- 2.9.3 Standpipe shall be compatible with all existing tipping bucket houses and antenna masts used by the Flood Control District of Maricopa County.
- 2.9.4 Standpipe shall be 10' in length.
- 2.9.5 Standpipe shall have a weather proof locking access door to allow removal of transmitter and other equipment for service.
- 2.9.6 Standpipe shall have a side mounted antenna mast.
- 2.9.7 Top of antenna mast must be a minimum of 5' above top of standpipe.
- 2.9.8 Antenna mast must be hollow for channeling of cables from antenna, solar panel, and any other devices that are mounted on the mast.
- 2.9.9 Mast is to be attached to the standpipe in a secure manner, with non-corrosive devices to withstand the elements of nature, and to shield the hole through which the cables from the mast are channeled into the standpipe.
- 2.9.10 Standpipe and mast must be either primed and painted, or must powder coated (color to be specified by Flood Control District of Maricopa County) except for the bottom two feet of the standpipe, which remains bare aluminum.

2.10 REPEATERS & WEATHER STATIONS:

- 2.10.1 Standpipe shall be 12 feet in length.

- 2.10.2 Other specifications are the same as the precipitation standpipe except for the antenna mast on repeater standpipes. Repeater standpipes must have a collar to be anchored in concrete at base of standpipe and a support to be attached to the top of the standpipe to hold the 20' length of 1 1/2" to 2" diameter galvanized pipe (supplied by user) that is used as the mast. Collar at bottom allows galvanized pipe to be removed for antenna service.

2.11 ALERT DATA TRANSMITTER:

- 2.11.1 The transmitter shall transmit data in ALERT and/or ALERT2 binary format, by line of sight radio telemetry on an event basis and a programmable timed interval.
- 2.11.2 The telemetry radio shall have multiple switch selectable synthesized frequencies. It shall comply with all FCC rules and regulations.
- 2.11.3 The transmitter shall have standby power requirements of less than 150 UA, shall be powered by a 12 volt, 21 amp-hour sealed gel cell battery, and shall be equipped with a 3 pin MS connector for solar panel charging.
- 2.11.4 I.D. assignments shall be switch selectable using rotary dip switches, and also shall be computer programmable to over-ride switch settings if needed.
- 2.11.5 RF warm up times, analog and digital transmit intervals, radio transmit parameters, and sensor setup and calibrations shall be programmable with a computer in the field. Transmitter shall have the ability to set and read individual sensors, access on-line help, and perform diagnostics at the remote site.
- 2.11.6 Transmitter shall be capable of providing seven analog inputs with 10 bit resolution and +/- 0.25% non-linearity error.
- 2.11.7 Transmitter shall have 4 digital inputs. 2 shall be up/down accumulators and 2 shall be up only accumulators with pre-divide counters.
- 2.11.8 Transmitter shall have 1 analog channel dedicated to reading battery voltage.
- 2.11.9 Transmitter shall have a female BNC connector to connect to antenna.
- 2.11.10 The transmitter shall have the ability to directly interface with low level type analog sensors such as pressure transducers which offer the choice of constant voltage or constant current excitation.
- 2.11.11 The transmitter shall convert the analog sensor output to a digital signal between 0 and 2047.
- 2.11.12 The transmitter shall disable if the battery voltage drops low enough to damage the battery.
- 2.11.13 The radio, transmitter, supporting electronics, and battery shall be mounted in a single cylindrical weather-proof aluminum enclosure with a removable water-resistant lid.
- 2.11.14 2.12.13 Transmitter shall have a 9 pin D-TYPE RS232 female connector on the circuit board for computer connection to program the transmitter and calibrate the sensor data.
- 2.11.15 Transmitter shall be fully compatible with all sensors, computers and other equipment used by the Flood Control District of Maricopa County.
- 2.11.16 Transmitter shall be capable of logging all data on board in battery backed up memory which can be downloaded in the field with a computer in the event of a radio or transmitter failure.

- 2.11.17 Solar panel shall be equipped with a voltage regulating device to prevent battery overcharge.
- 2.11.18 ALERT2 Upgrade Kit: Upgrade an ALERT transmitter to ALERT2, to include encoder circuit board, GPS antenna with mounting hardware & lightning arrestor w/ cables, SMA connector to the transmitter, and wire harnesses.

3.0 PURCHASING REQUIREMENTS:

3.1 EXPEDITED DELIVERY:

- 3.1.1 If the Using Agency determines that expedited delivery or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency.
- 3.1.2 The Using Agency shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.
- 3.1.3 Upon receipt of material(s) and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Using Agency shall retain all documents related to these costs within the agency purchase file.

3.2 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- 3.2.1 Contract Serial number.
- 3.2.2 Contractor's name and address.
- 3.2.3 Using Agency name and address.
- 3.2.4 Using Agency purchase order number.
- 3.2.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

3.3 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at 2801 W. Durango St., Phoenix, Arizona 85009

3.4 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

3.5 DELIVERY:

The Contractor's price shall include delivery of all equipment in a complete operating condition. Installation shall be completed by Flood Control District staff.

3.6 ACCEPTANCE:

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.7 WARRANTY:

3.7.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.

3.7.2 The warranty period for workmanship and materials shall be for an initial period of twelve (12) months and commence upon acceptance by County.

3.7.2.1 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.

3.7.2.2 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

3.8 BRAND NAME:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

3.9 MODEL / YEAR OF MATERIALS:

The County will only accept bids offering current model / year equipment / material(s).

3.10 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.11 Background Check:

Bidders need to aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to)the company, sub-contractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

3.12 INVOICES AND PAYMENTS:

3.12.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number or
- County purchase order number
- Invoice number and date
- Payment terms

- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Arrival and completion time (if applicable)
- Total Amount Due

3.12.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.12.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.12.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.12.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.13 APPLICABLE TAXES:

3.13.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.13.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract_it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.13.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.14 TAX (COMMODITIES):

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.15 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Office of Procurement Services.

3.16 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.17 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

4.0 CONTRACTUAL TERMS & CONDITIONS:

4.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of one (1) year.

4.2 OPTION TO RENEW:

The County may, at its option and with the concurrence of the Contractor, renew the term of this Contract up to a maximum of four (4) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least sixty (60) calendar days prior to the expiration of the original contract term.

4.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

4.4 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any

one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

4.5 INSURANCE.

4.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

4.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

4.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

4.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

4.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

4.5.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

4.5.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.5.8 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.5.9 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.

4.5.10 Workers' Compensation.

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

4.5.11 Certificates of Insurance.

4.5.11.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

4.5.11.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

4.5.11.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

4.5.12 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

4.6 REQUIREMENTS CONTRACT:

4.6.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

4.6.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

4.6.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.7 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.8 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

4.8.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

4.8.2 Make progress, so as to endanger performance of this contract; or

4.8.3 Perform any of the other provisions of this contract.

4.8.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

4.9 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.10 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

4.11 ADDITIONS/DELETIONS OF SERVICE:

4.11.1 The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are

required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

4.12 SUBCONTRACTING:

4.12.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

4.12.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.13 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

4.14 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

4.14.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.14.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.14.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

4.15 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

4.16 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

4.17 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

4.18 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

4.19 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.19.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

4.19.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

4.19.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

4.19.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4.19.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

4.19.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

4.20 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

4.20.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the

employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

4.20.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.20 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

4.21 CONTRACTOR LICENSE REQUIREMENT:

4.21.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

4.21.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

4.22 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

4.22.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

4.22.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

4.23 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of

Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information in its offer and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code and the Arizona Public Records Law.

5.0 INSTRUCTIONS TO RESPONDENTS: (Please note that this Section does not become part of any resultant contract.)

Bidders are solely responsible for submitting bids, proposals, and any modifications or withdrawals, to be received at the time required by the solicitation (ITN, RFP, ROQ, or any other solicitation notice).

Any bid, modification, or withdrawal received after the designated time is “late” and will be rejected and not be evaluated per Paragraph MC1-320 of the Maricopa County Procurement

5.1 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003

OR:

BidSync.com under the “Questions and Answers” link.

Administrative telephone inquiries shall be addressed to:

Laura Ayala, Procurement Officer, 602/506-3248
(ayalal002@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. **No oral communication is binding on Maricopa County.**

5.2 EVALUATION CRITERIA.

The evaluation of bids shall be based on, but will not be limited to, the following:

5.2.1 Compliance with specifications.

5.2.2 Price.

5.2.3 Determination of responsibility.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County’s best interest.

5.3 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

5.4 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Responses shall be submitted electronically to BidSync.com prior to the bid closing.

5.4.1 Attachment C shall be submitted via webform available at BidSync.com

5.4.1.1 Attachment A (VENDOR INFORMATION AND PRICING)- Excel

5.4.1.2 Attachment B (AGREEMENT PAGE)

5.4.1.3 Attachment C (REFERENCES) - Webform

5.4.1.4 Other documents as required

5.4.2 Bids must be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the bid closing date.

5.5 BY SIGNING ATTACHMENT B AND SUBMITTING A BID THE RESPONDENT CERTIFIES THAT RESPONDENT UNDERSTANDS THAT THIS DOCUMENT SECTIONS 1.0, 2.0, 3.0 AND 4.0 BECOMES THE CONTRACT AND THERE IS NO CONTRACT UNTIL THE MARICOPA COUNTY BOARD OF SUPERVISORS OR THEIR DELEGATE HAS APPROVED THE CONTRACT.

NOTE 1: RESPONDENTS ARE STRONGLY ENCOURAGED TO REVIEW MARICOPA COUNTY'S PROCUREMENT ADMINISTRATIVE INFORMATION PRIOR TO SUBMITTING A BID. FOR THIS INFORMATION, GO TO: <http://www.maricopa.gov/procurement/>

ATTACHMENT A

VENDOR INFORMATION AND PRICING

SEE BIDSYNC.COM FOR EXCEL “ATTACHMENT A VENDOR INFORMATION AND PRICING”

ATTACHMENT B

AGREEMENT PAGE

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Offer will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND STANDARD CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/procurement> AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

_____ Small Business Enterprise (SBE)

RESPONDENT (FIRM) SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

DUNS #

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY STATE ZIP

DATE

WEB SITE: _____

EMAIL ADDRESS: _____

MARICOPA COUNTY, ARIZONA

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

DEPUTY COUNTY ATTORNEY

DATE

ATTACHMENT C

REFERENCES

SEE BIDSYNC.COM WEBFORM "ATTACHMENT C"

EXHIBIT 1

VENDOR REGISTRATION PROCEDURES

BidSync.com Registration is FREE and REQUIRED for all vendors.

Register On-line at <https://www.bidsync.com>

Select Free Registration. Upon completion of your on-line registration, you are responsible for updating any changes to your information.

Please retain your Login ID and Password for future use.

For assistance, please contact BidSync Vendor Support Department via phone or email, during regular business hours: 1-800-990-9339 or agency support@BidSync.com

EXHIBIT 2

SAMPLE INSURANCE CERTIFICATE**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR YR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXHIBIT 3**SOLE PROPRIETOR WAIVER**

MARICOPA COUNTY RISK MANAGEMENT
222 North Central Avenue, Suite 1110
Phoenix, Arizona 85004

SOLE PROPRIETOR WAIVER

NOTE: THIS FORM APPLIES ONLY TO MARICOPA COUNTY DEPARTMENTS, DISTRICTS, BOARDS, COMMISSIONS AND UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES. IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. §23-901 (et. seq.), and specifically, A.R.S. §23-961(L), that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits.

I am a sole proprietor and I am doing business as _____
 (name of Sole Proprietor's Business). I am performing work as an independent contractor for Maricopa County. For Workers' Compensation purposes, therefore, I am not entitled to Workers' Compensation benefits from Maricopa County.

I understand that if I have any employees working for me, I must maintain Workers' Compensation insurance on them.

Name of Sole Proprietor		Social Security Number	Telephone Number
Street Address / P.O. Box		City	State Zip Code
Signature of Sole Proprietor		Date	
Maricopa County Office of Procurement Services			
Signature of Procurement Officer		Date	

Both signatures must be present and the completed form submitted by the Procurement Officer to Maricopa County Risk Management, 222 North Central Avenue, Suite 1110, Phoenix, Az 85004. An authorized Risk Management Representative will sign and return to the Maricopa County Office of Procurement Services to be maintained in their records.

Signature of Risk Management Representative

Date